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*Suzanne Henderson*

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**FIRST AMENDMENT OF OIL, GAS AND MINERAL LEASE**

STATE OF TEXAS                   §

§

COUNTY OF TARRANT               §

§

WHEREAS, Nancy Ann Kelly ("Lessor") whose address is 3363 Median, Fort Worth, Texas 76133, executed an Oil, Gas and Mineral Lease (the "Lease") dated December 7, 2007, which is recorded as Instrument No. D208020286 in the Official Records of Tarrant County, Texas, in favor of XTO Energy Inc. ("Lessee") covering the following land (the "Land"):

101.459 acres of land, more or less, located in the M. McElroy Survey, A-1065, the Jud Rowland Survey, A-1364 and the C.T. Stokes Survey, A-1803, Tarrant County, Texas, as more particularly described in the Lease.

WHERERAS, Lessor and Lessee desire to amend the Lease as set forth herein.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree that the Lease is hereby amended as follows:

Paragraph numbered 15 on Exhibit "A" to the Lease is deleted and replaced with the following:

"15. At the expiration of the primary term of this lease, each producing well drilled hereon will hold only the acreage allocated to said well by the proper governmental authority having jurisdiction as a proration unit or pooled unit, provided, however, that a producing unit for a vertically completed well in the Barnett Shale formation shall be twenty (20) acres. All other acreage except that included in a proration unit or pooled unit will be released and the lease will automatically terminate as to that acreage outside each producing well's proration unit or pooled unit, unless, at the expiration of the primary term, Lessee is engaged in drilling or reworking operations, or shall have completed drilling operations within One-Hundred and Eighty (180) days following completion of the preceding well, or the expiration of the primary term, whichever is later, and for so long thereafter as continuous drilling operations occur with no more than One-Hundred and Eighty (180) days elapsing between the completion of one well and the commencement of operations for the drilling of another well. The size of a pooled unit for an oil well shall not exceed 40 acres; the size of a pooled unit for

a vertical gas well shall not exceed 160 acres; and the size of a pooled unit for a horizontal gas well shall not exceed 240 acres. Further, it is understood and agreed that Lessee shall earn depths as to each proration unit or pooled unit from the surface to 100' below the stratigraphic equivalent of the base of the deepest producing formation on such proration unit or pooled unit at the expiration of the primary term of this lease, unless continuous operations are being conducted as provided for above, and that this lease will terminate at such time as to all depths below such depth. Producing as used in this lease means producing in paying quantities. To the extent possible each such retained proration unit will be in the shape of a square or rectangle, with the well in the center. At any time or times that this Lease terminates in part as provided herein, Lessee shall promptly execute and record in the office of the County Clerk in the County where the leased premises are located, a proper release of such terminated acreage and depths and shall furnish executed counterparts of each such release to Lessor; provided, however, if Lessee fails within thirty (30) days after the date on which this lease shall partially terminate as provided above to designate the acreage and depths so allocated to each retained proration unit in writing and file same for record in the office of the County Clerk in the County where the leased premises are located together with a release as to the remaining acreage and depths covered by this lease, then Lessor may give notice to Lessee of such failure, and if Lessee fails to comply within 30 days after such notice. Lessor may at any time thereafter execute and file such a designation of retained proration unit, and this Lease shall terminate as to all leased premises and depths except those so designated. After partial termination, the Lease on each proration unit held by a producing well shall, for the purpose of determining its maintenance in force by production or operations, be treated as if it were a separate Lease from the Lease covering the proration unit allocable to each other well, so that this Lease shall, thereafter, as to each proration unit, remain in force as to each such proration unit only so long as oil or gas is produced from such proration unit or the Lease is maintained under some of the other provisions of this Lease as to each such proration unit, this Lease being treated as if it covered only such proration unit.

Paragraph numbered 25 on Exhibit "A" to the Lease is deleted and replaced with the following:

"25. Lessee may pool all of the leased premises, but not less than all of the leased premises, into a pooled unit or units not to exceed the number of acres and the form allocated to each well for the proration unit or units for such well or wells as established according to paragraph 15 above. Upon written request of the Lessor, Lessee shall provide Lessor a copy of any pooling agreement, unitization agreement and/or amendments to such agreements prepared or executed by Lessee which include any lands covered by this lease, within 60 days of recordation or effective date of said pooling agreement, unit agreement or amendment."

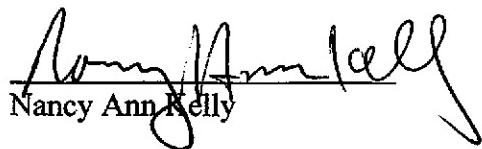
Paragraph numbered 26 on Exhibit "A" to the Lease is deleted in its entirety.

Lessor and Lessee hereby adopt, ratify and confirm the Lease as to all of the terms and provisions therein, as amended by this Amendment of Oil, Gas and Mineral Lease, and for the same consideration, Lessor does hereby lease, grant, demise and let the interest of Lessor in the Land covered by the Lease, as amended by this Amendment of Oil, Gas and Mineral Lease, unto Lessee, and its successors and assigns, in accordance with all of the terms and provisions of the Lease, as amended by this Amendment of Oil, Gas and Mineral Lease.

Except as amended by this Amendment of Oil, Gas and Mineral Lease, the Lease is and remains in full force and effect as originally written.

This Amendment of Oil, Gas and Mineral Lease is executed this 6<sup>th</sup> day of December, 2006.

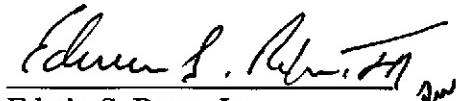
LESSOR:



Nancy Ann Kelly

LESSEE:

XTO ENERGY INC.

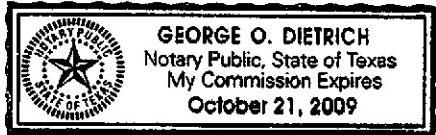


Edwin S. Ryan, Jr.

Senior Vice President – Land Administration

STATE OF TEXAS                §  
COUNTY OF TARRANT            §

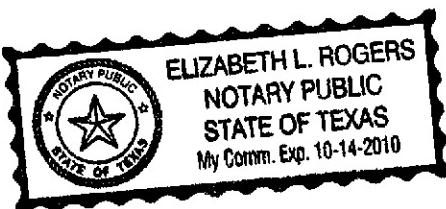
This instrument was acknowledged before me on this 6<sup>th</sup> day of December,  
2008, by Nancy Ann Kelly.



*G.O. Dietrich*  
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Notary Public, State of Texas

STATE OF TEXAS                §  
COUNTY OF TARRANT            §

This instrument was acknowledged before me on this 10<sup>th</sup> day of December,  
2008, by Edwin S. Ryan, Jr., Senior Vice President - Land Administration of XTO Energy Inc., a  
Delaware corporation, on behalf of said corporation.



*Elizabeth L. Rogers*  
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Notary Public, State of Texas